



Department of Communications  
Monroe County, New York

Cheryl Dinolfo, County Executive    Jesse L. Sleezer, Director

August 13, 2019

Augie Torres  
Muck Rock  
DEPT MR 49704  
411A Highland Ave  
Somerville, MA 02144-2516

**RE: Freedom of Information Request # 18-1003**

Dear Mr. Torres,

Your request for information under the Freedom of Information Law (F.O.I.L.) has been granted in part and denied in part. The request is approved as to existing records, and the basis for the denial and statutory citation(s) are as follows:

Some information has been redacted pursuant to Public Officers Law Section 89-2(c)(i). Disclosure would be an unwarranted invasion of personal privacy.

Please remit payment in the amount of \$5.50, along with the enclosed invoice, to cover copying expenses. Checks can be made payable to Monroe County and mailed to: Freedom of Information, 39 West Main Street, Room 204, Rochester, New York, 14614.

At this time the Monroe County Department of Communication now considers this request closed.

You may appeal this decision, in writing, within 30 days. The Appeals Officer for Monroe County is Thomas Van Strydonck, 39 W. Main Street, Suite 110, Rochester, New York, 14614.

Sincerely,

A handwritten signature in black ink, appearing to read "Jesse L. Sleezer".

Jesse L. Sleezer  
Records Access Officer





## Freedom of Information

### INVOICE

**Request #: 18-1003   Date: August 13, 2019**

**Submitted By:**

Augie Torres  
Muck Rock  
DEPT MR 49704  
411A Highland Ave  
Somerville, MA 02144-2516

RE: Inmate Communication Services

The records you requested through the Freedom of Information Law have been approved. To cover the copying costs for these records, please remit a check **payable to Monroe County** in the amount shown.

Should you have any questions in regard to this invoice, please contact the Monroe County Department of Communications at (585) 753-1080.

Type	Quantity	Price	Amount
Standard Copying Fee (per page)	22.0	\$0.25	\$5.50
<b>Total Amount Due:</b>			<b>\$5.50</b>

**Please include this invoice along with a check or money order payable to Monroe County and mail to:**

Freedom of Information  
Monroe County Department of Communications  
County Office Building, Room 204  
39 West Main Street  
Rochester, New York 14614





## Purchasing and Central Services

Monroe County, New York

**Maggie Brooks**  
*County Executive*

**Dawn C. Staub**  
*Purchasing Manager*

### MEMORANDUM

### REVENUE AGREEMENTS

**TO:** Sam Udofa, Sheriff's

**FROM:** Meagan Brennan, Contract Management

**DATE:** October 19, 2010

**CONTRACTOR:** Global Tel\*Link Corporation

**CONTRACT TITLE:** Inmate Telephone Services

**SERVICE PERIOD:** 8/15/10 – 8/14/15

**SAP Contract #:** RP40258

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Enclosed are the originals of the above referenced Revenue contract along with the contract data sheet signed by the County Executive.

An original has been forwarded to Law and the Division of Purchasing and Central Services has also retained a scanned copy.





MONROE COUNTY PURCHASING AND CENTRAL SERVICES  
STANDARD CONTRACT DATA SHEET

RP40258

RFP/RFQ No.

(Completed By Requesting Dept.) (from Solicitation Request Form)

This completed form must accompany EVERY contract submitted for processing. A copy of this form will be returned by the Purchasing & Central Services Department to the originating department upon contract execution.

[1] Monroe County Sheriff's Office  
DEPARTMENT NAME

[2] *Patrick M. O'Byrne*  
DEPARTMENT HEAD SIGNATURE

[3] 09-28-10 ✓  
DATE

[4] Title of Contract or Brief Description

Inmate Telephone Services Agreement ✓

[5] SAP VENDOR NUMBER

[6] Global Tel\*Link Corporation  
VENDOR (CONTRACTOR) NAME

[7] 63-2071001  
TAX ID OR SOC. SEC. NO.

[8] FROM: 8/15/2010 TO: 8/14/2010  
CONTRACT TERM

[9] RES. NO. 197 OF 20 2010  
CONTRACT AUTH. RESOLUTION

[10] 8/10/2010  
DATE RESOLUTION ADOPTED

[11] FUNDING %: % % % %  
FEDERAL STATE COUNTY OTHER

[12] MANDATE CLASSIFICATION:  Non-Mandated  Hard Mandate  Soft Mandate  Fed/State Initiative

[13] TOTAL (MAXIMUM) CONTRACT AMOUNT: \$  [14] PREVIOUS YEAR AMOUNT: \$

[15] NEW CONTRACT:  [16] RENEWAL CONTRACT:  [17]  [18] RES. NO.  of  
Previous SAP Contract # Previous Authorizing Res. (if renewal)

[19] CONTRACT AMEND. INCREASE (DECREASE): \$  [20] 2010-1978 ✓  
LAW DEPT. FILE NUMBER

[21] AMT TO BE ENCUMBERED: (Must be a realistic estimate of cost to be incurred in each year, but cannot exceed the total contract)

20  \$  20  \$  20  \$   
Amount Amount Amount

[22] REVENUE PRODUCING CONTRACT?

YES

NO

[23] SERVICE CONTRACT INPUT FORM

[A] PLANT: 3800 [B] STORAGE LOCATION:

[D] RESP. PERSON: Samuel Udofo

ACCOUNTING DATA

[E] GL ACCOUNT # [F] COST CENTER [G] BUSINESS AREA [H] FUND [I] GRANT NUMBER [J] INTERNAL ORDER NO.

405200 3804070300 3800 9620

[K] WBS ELEMENT:

[L] ENCUMBRANCE FOR CURRENT YEAR:

[24] Routing-Send 3 contract originals and this form



(Department Head checks here to certify contract is exempt from Law Dept. Review. If not exempt, signature is not required)

Department Head (If exempt from Law Dept. Review)  Date: / /

Purchasing Manager (Review and approval)  Date: / /

County Attorney (Approval of form/content)  Date: 10 / 12 / 16

OMB (Indicating funding approval)  Date: 10 / 13 / 10

County Executive (For execution)  Date: 10 / 15 / 10

Distribution of Executed Contract Originals by Purchasing

1 Original to Department (Vendor Copy)  
2 Original to Law Department (County Copy)  
3 Original to Purchasing  
4 Copy to Controller's Office



By Legislators Hanna and Daniele

Intro. No. 250

RESOLUTION NO. 197 OF 2010 ✓

**AUTHORIZING CONTRACT WITH GLOBAL TEL\*LINK CORPORATION TO PROVIDE  
COLLECT TELEPHONE SERVICES TO INMATES AT MONROE COUNTY JAIL AND  
MONROE CORRECTIONAL FACILITY**

BE IT RESOLVED BY THE LEGISLATURE OF THE COUNTY OF MONROE, as follows:

Section 1. The County Executive, or her designee, is hereby authorized to execute a contract, and any amendments thereto, with Global Tel\*Link Corporation, for the period of August 15, 2010 through August 14, 2015, with the option to renew for five (5) additional one-year periods. The contract will pay a commission of a minimum of 64% up to a maximum of 68% of the total gross billed revenues to the Inmate Trust Fund (T-99).

Section 2. This resolution shall take effect in accordance with Section C2-7 of the Monroe County Charter.

Public Safety Committee; July 26, 2010 - CV: 7-0  
Ways and Means Committee; July 28, 2010 - CV: 11-0  
File No. 10-0217

ADOPTION: Date: August 10, 2010    Vote: 28-0

**ACTION BY THE COUNTY EXECUTIVE**

APPROVED: X    VETOED: \_\_\_\_\_  
SIGNATURE: Mary O' Brols    DATE: 8/17/10  
EFFECTIVE DATE OF RESOLUTION: 8/17/10



## AGREEMENT

THIS AGREEMENT, which shall be deemed to be dated as of the date the last party executed this Agreement, by and between the COUNTY OF MONROE, a municipal corporation with offices at the County Office Building, 39 West Main Street, Rochester, New York 14614 (the "County"), the MONROE COUNTY SHERIFF, with offices at 130 South Plymouth Avenue, Rochester, New York 14614 (the "Sheriff") and Global Tel\*Link Corporation, with an address at 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 hereinafter referred to as the "Contractor".

### WITNESSETH:

WHEREAS, County is desirous of obtaining the services of the Contractor to perform the scope of services set forth in Section I hereof; and

WHEREAS, the Contractor is willing, able and qualified to perform such services; and

WHEREAS, the County Legislature, by Resolution Number 197, adopted on August 10, 2010 authorized the execution of an Agreement with the Contractor for such services.

NOW, THEREFORE, it is mutually covenanted and agreed by and between the parties hereto as follows:

#### **I. SCOPE OF SERVICES**

- A. The Contractor will provide, operate, and maintain an operating system that allows jail inmates to make phone calls to outside parties as specified in its proposal dated June 4, 2010, the Addendum to the County's Request for Proposals dated May 26, 2010, and the County's Original Request for Proposals dated May 7, 2010. This system (GTL LazerPhone®) will operate and control all inmate telephones at the Monroe County Jail located at 130 Plymouth Avenue South and the Monroe Correctional Facility located at 750 East Henrietta Road, any renovated areas or additions to those facilities, or any new jail facilities built during the contract period.
- B. The Contractor will provide, operate, and maintain all telephones within the jail facilities and any renovated areas or additions to those facilities, or any new jail facilities built during the contract period.
- C. Title to Equipment – The Equipment installed in the facility pursuant to this Agreement shall remain the sole and exclusive property of the Contractor, subject to the following exception: Any and all wiring installed by the contractor within the walls of the jail facilities, shall become and remain the property of the County.
- D. Maintenance and Repair During the Term of this Agreement – Contractor will repair and maintain the equipment in good operating condition, including without limitation



furnishing all parts and labor, at its sole cost and expense. Contractor will provide continuing and ongoing maintenance to the equipment at its sole cost and expense during the initial term as well as all subsequent contract extensions. All such maintenance service will be conducted in a timely manner, in accordance with the Contractor's proposal dated June 4, 2010, the Addendum to the County's Request for Proposals dated May 26, 2010, and the County's Original Request for Proposals dated May 7, 2010. The County shall permit employees or contractors of the Contractor reasonable access to the facility at all times in order to service, repair and maintain the equipment. The County shall notify Contractor in writing of any misuse, destruction, damage or vandalism to the equipment as soon as practicable after ascertaining it. In no event shall the County be liable for any damage or destruction to any item of the equipment, except that the County shall be responsible for loss or damage to equipment in its possession caused by fault or negligence of the County or its employees.

- E. The Contractor shall provide all applicable inmate phones and phone lines as specified in the Contractor's proposal dated June 4, 2010, the Addendum to the County's Request for Proposals dated May 26, 2010, and the County's Original Request for Proposals dated May 7, 2010, and upon the reasonable request of the Sheriff.
- F. The Contractor shall provide a back-up power supply for the control processors.
- G. The Contractor will provide a full time on-site system administrator/technician; the Sheriff has final approval rights over any proposed change in the person occupying the position of system administrator/technician. The technician, who shall be accountable during regular business hours to MCSO Jail Administration, shall immediately respond to the facilities if called during the hours of 0700 to 1600 hours on a work day (with the exception of holidays), or shall respond to the facilities within three (3) hours of the next working day when notified on a weekend or on a holiday. A technician must be available 24 hours per day, seven (7) days per week to respond to the MCSO within three (3) hours of notification, in the event of a massive (greater than 50%) system failure. New installations shall be completed within five (5) working days of commencement of the installation.
- H. Installation of LazerPhone® and Future Upgrades – All new installations and upgrades shall be completed within five (5) working days of commencement of the installation.
  - i. The Contractor shall upgrade to the proposed LazerPhone® system within 90 days of contract execution. The term "day" as used herein shall mean calendar day.
  - ii. The failure to complete the upgrade installation within the 90 day time period referenced above in the manner specified in the Proposal dated June 4, 2010, the Addendum to the County's Request for Proposals dated May 26, 2010,



and the County's Original Request for Proposals dated May 7, 2010 shall subject the Contractor to penalties amounting to \$1,000.00 per day for each day after the 90 day grace period, until such date as the LazerPhone® is installed as specified in the Proposal dated June 4, 2010, the Addendum to the County's Request for Proposals dated May 26, 2010, and the County's Original Request for Proposals dated May 7, 2010, unless it is mutually agreed otherwise by the parties.

- iii. The Contractor shall provide quarterly reports to the Sheriff detailing any and all improvements or upgrades that have either been made to, or have become available for, the LazerPhone® system installed at the County jail facilities. Thereafter, upon request by the Sheriff, the parties shall meet to discuss whether or not installation of the improvements/upgrades that would not be completed in ordinary course is appropriate or desirous to the Sheriff, and the steps or changes necessary to complete the installation
- iv. Notwithstanding the above provisions, the Contractor shall be required to notify the County of any conditions or instances in which a delay in an installation or upgrade is anticipated or might be encountered.
- v. The Contractor shall determine all wiring and software requirements for all installations and upgrades.

I. All personnel assigned by the Contractor under this Agreement must be approved by the County and the Sheriff to work inside the Monroe County Jail or the Monroe County Correctional Facility and shall comply with all MCSO rules and regulations.

J. Utilization of Facility. The County and the Sheriff, for and in consideration of the payment of the Commission (as defined below) and the services to be provided by the Contractor hereby grants the Contractor the exclusive right and license to install and maintain an Inmate Telecommunications System (LazerPhone®) governing all inmate calls, including local and long distance traffic (Local, Intralatta, Interlatta, and Interstate) and interrelated hardware and software (collectively, the "Equipment") within all pre-existing and future jail and or detention facilities constructed during the contract period, and hereby releases the County for that purpose upon the terms and conditions set forth in this Agreement. The County and Sheriff covenants and agrees to make the facility available to the Contractor for complete installation and operation of the equipment. The Contractor shall, at its sole cost and expense, install all items of equipment in the facility within a reasonably practical time after the facility is available for installation of the equipment.

K. Payment and Accounting. The Contractor agrees to pay the County 66% commission on total gross billed call revenue (pursuant to the call rate schedule below) on a monthly basis, commencing on the date that the last signatory to this agreement, signs the agreement. The commissions shall be paid no later than sixty (60) days following the month in which revenues were generated from the equipment during



the term of this Agreement. All commission payments shall be final and binding upon the County unless written objection thereto is received by the Contractor within sixty (60) days of mailing of the commission payment to the County by the Contractor. Commission checks shall be mailed to: Jail Administration, Monroe County Sheriff's Office, 130 Plymouth Avenue South, Rochester New York, 14614.

L. Call Rates: Global Tel\*Link shall be and shall remain in full compliance with FCC and state-tariff rates. Global Tel\*Link's rates will not, at any time during the contract period, which, for purposes of the fees detailed below, shall begin on the date that the last signatory of this agreement, signs the contract, exceed FCC or PSC authorized rates for long distance station-to-station or person-to-person calls.

- i. Local Calls - \$1.75 plus \$0.10 per minute for each minute after the first three minutes.
- ii. Intra-lata Calls (Calls to numbers within the '585' area code that are outside of the straight 'local' call area) - \$1.75 plus \$0.20 per minute after the first three minutes.
- iii. Inter-lata Calls (Calls to numbers outside the '585' area code that are within New York State) - \$3.95 plus \$0.40 per minute after the first three minutes.
- iv. Inter-State (Calls to numbers outside of New York State) - \$3.95 plus \$0.89 per minute after the first three minutes.

M. Licenses. The Contractor, at its sole cost and expense, shall secure all licenses required by any state, county, city or other governmental authority.

## II. TERM OF CONTRACT

The initial term of this Agreement shall be for the period of August 15, 2010 through August 14, 2015. The County may, at its option, renew the Agreement for up to five (5) additional one (1) year terms upon notice to Contractor prior to the expiration of the initial term, or any renewal term then in effect.

This Agreement shall remain in effect for the period specified above, unless it is terminated by either party hereto, upon thirty (30) days prior written notice sent by registered or certified mail to the Sheriff or the Contractor. This notice shall be sent to the respective parties at the addresses set forth above or at such other address as specified in writing by either party. Upon termination of this Agreement, the Contractor shall have no further responsibility to the County or to any other person with respect to those services specified in this Agreement. Upon termination of this Agreement, the County shall be obligated to pay the Contractor for services only performed through the date of termination and shall allow the Contractor to remove the Equipment from County premises. Following such payment and equipment removal, the County shall have no further obligations to the Contractor under this Agreement.



### **III. PAYMENT FOR SERVICES**

The Contractor agrees to pay the County 66% commission on total gross billed call revenue on a monthly basis. The commissions shall be paid no later than sixty (60) days following the month in which revenues were generated from the equipment during the term of this Agreement. All commission payments shall be final and binding upon the County unless written objection thereto is received by the Contractor within sixty (60) days of mailing of the commission payment to the County by the Contractor. Commission checks shall be mailed to: Jail Administration, Monroe County Sheriff's Office, 130 Plymouth Avenue South, Rochester New York, 14614.

The County may audit records relating to expenses for services provided by the Contractor pursuant to this Agreement at any time during this Agreement and through and including twelve (12) months following this Agreement.

The Contractor shall prepare and make available such statistical and financial service and other records reasonably requested by the County. These records shall be subject at all reasonable times to inspection, review or audit by the County, the State of New York and other personnel duly authorized by the County. The retention time for statistical or financial data shall be seven (7) years after its genesis. The retention time for call related computer data reports, shall be three (3) years.

### **IV. AMENDMENTS**

This Agreement may be modified or amended only in writing duly executed by both parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the parties at the principal addresses as set forth above unless either party notifies the other of a change in address. Notices to Contractor shall be addressed to the Contractor's "General Counsel."

### **V. INSURANCE**

The Contractor will at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard Workers' Compensation Insurance and Disability Benefits Insurance, if required by law; general liability insurance (including, without limitation, contractual liability) with single limits of liability in the amount of \$1,000,000 per occurrence, and \$2,000,000 aggregate coverage; and automobile liability insurance in the amount of \$1,000,000 with a minimum of \$1,000,000 each occurrence, bodily injury, and property damage. Original certificates evidencing such coverage and indicating that such coverage will not be cancelled or amended in any way without thirty (30) days prior written notice to the County, shall be delivered to the County before final execution of this Agreement and original renewal certificates conforming to the requirements of this section shall be delivered to the County at least sixty (60) days prior to the expiration of such policy or policies of insurance. The



Contractor's general liability insurance shall provide for and name Monroe County and the Monroe County Sheriff as additional insureds. All policies shall insure the County and the Sheriff for all claims arising out of the Agreement. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the County and the Sheriff.

If any required insurance coverage contains aggregate limits or applies to other operations of the Contractor, outside of those required by this Agreement, the Contractor shall provide the County and the Sheriff with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection such insurance affords the County or the Sheriff. The Contractor shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

## **VI. INDEMNIFICATION**

The Contractor agrees to defend, indemnify and save harmless the County and the Sheriff, their officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County or the Sheriff which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees, or arising from any breach or default by the Contractor under this Agreement.

Nothing herein is intended to relieve the County or the Sheriff from their own negligence or misfeasance, or to assume any such liability for the County or the Sheriff by the Contractor. The County and Sheriff stipulate that the Contractor has no responsibility to advise the County or Sheriff with respect to any applicable law, regulation, or guideline that may govern or control telephone call recordation or monitoring by the County or Sheriff, or compliance therewith. The County and Sheriff have their own legal counsel to advise it concerning any and all such applicable law, regulation, or guideline, and compliance therewith. The Contractor disclaims any responsibility to provide, and in fact has not provided, the County or Sheriff any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. The County agrees to indemnify, defend, and hold the Contractor harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against the Contractor by any person arising out of failure of the County or Sheriff to comply with such applicable law, regulation or guideline. The County acknowledges that all call detail records and call recordings contained in the inmate telephone system equipment provided by the Contractor to the County are the exclusive property of the County for the term of this Agreement and any resulting extensions of this Agreement.

## **VII. INDEPENDENT CONTRACTOR**

For the purpose of this Agreement, the Contractor is and shall in all respects be considered an independent contractor. The Contractor, its individual members, directors, officers,



employees and agents are not and shall not hold themselves out nor claim to be an officer or employee of Monroe County nor make claim to any rights accruing thereto, including, but not limited to, Workers' Compensation, unemployment benefits, Social Security or retirement plan membership or credit.

The Contractor shall have the direct and sole responsibility for the following: payment of wages and other compensation; reimbursement of the Contractor's employees' expenses; compliance with Federal, state and local tax withholding requirements pertaining to income taxes, Workers' Compensation, Social Security, unemployment and other insurance or other statutory withholding requirements; and all obligations imposed on the employer of personnel. The County shall have no responsibility for any of the incidences of employment.

## **VIII. TITLE TO WORK**

Ownership of the Equipment shall be in accordance with Section I C.

## **IX. EXECUTORY NATURE OF CONTRACT**

This Agreement shall be deemed executory only to the extent of the funding available and the County shall not incur any liability beyond the funds annually budgeted therefor.

## **X. NO ASSIGNMENT WITHOUT CONSENT**

The Contractor shall not, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant any security interest in, or otherwise dispose of this Agreement or any of its right, title or interest herein or its power to execute the Agreement, or any part thereof to any person or entity without the prior written consent of the County and the Sheriff, which will not be unreasonably withheld, conditioned or delayed.

## **XI. FEDERAL SINGLE AUDIT ACT**

In the event the Contractor is a recipient through this Agreement, directly or indirectly, of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in Federal Office of Management and Budget Circulars A-102, A-110 and A-133, and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

Of the amount specified in Section III of this Agreement, Zero Dollars (\$-0-) of such amount or Zero Percent (-0-%) of such amount, is being passed-through the County from the United States Government under the following:

Award Name: N/A

Award Number: N/A



Award Year: N/A

Name of Federal Agency: N/A

Catalog of Federal Domestic Assistance (CFDA) Number: N/A

The Award [ ] is [X] is not related to Research and Development.

If on a cumulative basis the Contractor expends Five Hundred Thousand and no/100 Dollars (\$500,000.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, and the Data Collection Form (defined in Federal Office of Management and Budget Circular A-133) shall be submitted to the County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Circular A-133) to the County.

If on a cumulative basis the Contractor expends less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the Contractor's fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the Contractor's fiscal year end to:

Monroe County Internal Audit Unit  
304 County Office Building  
39 West Main Street  
Rochester, New York 14614

The Contractor shall, upon request of the County, provide the County such documentation, records, information and data and response to such inquiries as the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the County deems necessary to assure or monitor payments to the Contractor under this Agreement.

The County's right of inspection and audit pursuant to this Agreement shall survive the payment of monies due to Contractor and shall remain in full force and effect for a period of three (3) years after the close of the Contractor's fiscal year in which any funds or payment was received from the County under this Agreement.



## **XII. RIGHT TO INSPECT**

Designated representatives of the County and the Sheriff shall have the right to monitor the provision of services under this Agreement which includes having access at reasonable times and places to the Contractor's employees, reports, books, records, audits and any other material relating to the delivery of such services.

## **XIII. JOB OPENINGS**

The Contractor recognizes the continuing commitment on the part of Monroe County to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the County's need to know when jobs become available in the community.

The Contractor agrees to notify the County when the Contractor has or is about to have a job opening for a full time position within Monroe County or any contiguous county. Such notice shall be given as soon as practicable after the Contractor has knowledge that a job opening will occur. The notice shall contain information that will facilitate the identification and referral of appropriate candidates in a form and as required by the Employment Coordinator. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per work week, location and qualifications (education and experience.)

Notice shall be given in writing to:

Employment Coordinator  
Monroe County Department of Human and Health Services  
Room 535  
691 St. Paul St.  
Rochester, New York 14605  
Fax: (585) 753-6308  
Telephone: (585) 753-6322

The Contractor recognizes that this is an opportunity to make a good faith effort to work with Monroe County for the benefit of the community. Nothing contained in this provision, however, shall be interpreted as an obligation on the part of the Contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice. Any decisions made by the Contractor to hire any individual referred by or through the County shall be voluntary and based solely upon the Contractor's job requirements and the individual's qualifications for the job, as determined by the Contractor.

## **XIV. NON-DISCRIMINATION**

The Contractor agrees that in carrying out its activities under the terms of the Agreement that it shall not discriminate against any person due to such person's age, marital status, disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sex or



national origin, and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

#### **XV. CONTRACTOR QUALIFIED, LICENSED, ETC.**

The Contractor represents and warrants to the County that it and its employees are duly and fully qualified under the laws of the state of its incorporation and of the State of New York, to undertake the activities and obligations set forth in this Agreement, that they possess as of the date of its execution of this Agreement, and it will maintain throughout the term hereof, all necessary approvals, consents and licenses from all applicable government agencies and authority and that they have taken and secured all necessary board of directors and shareholders actions and approvals.

#### **XVI. GENERAL PROVISIONS**

This Agreement constitutes the entire Agreement between the County and the Contractor and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided. The Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard or reference to its conflict of law principles.

#### **XVII. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE**

Notwithstanding any other provision in this Agreement, the Contractor remains responsible for ensuring that any service(s) provided pursuant to this Agreement complies with all pertinent provisions of Federal, state and local statutes, rules and regulations.

#### **XVIII. USAGE OF COMPUTER AND ELECTRONIC EQUIPMENT**

The Contractor acknowledges and agrees that usage of any computer hardware, computer software and/or electronic equipment used in the course of carrying out duties under this Agreement will be governed by all applicable laws, rules and regulations, including County policies and procedures.

#### **XIX. MISCELLANEOUS**

The Contractor agrees to comply with all confidentiality and access to information requirements in Federal, state and local laws and regulations.

[This space intentionally left blank.]

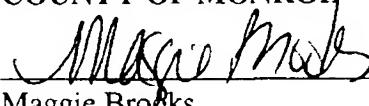


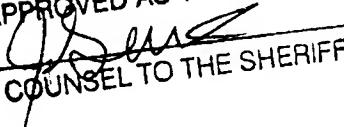
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the last day  
year written below.



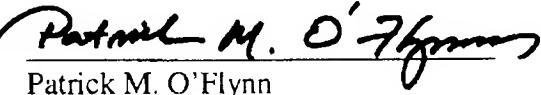
COUNTY OF MONROE

By:

  
Maggie Brooks  
County Executive

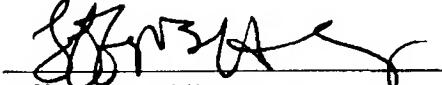
APPROVED AS TO FORM BY:  
  
J. Glass  
COUNSEL TO THE SHERIFF

By:

  
Patrick M. O'Flynn  
Sheriff

CONTRACTOR

By:

  
Jeffrey B. Haidinger  
President, Services  
Global Tel\*Link  
Federal ID [REDACTED]

APPROVED
AS TO
SUFFICIENCY
OF FUNDS
SOURCE <u>9620 3804070300</u>
DATE <u>10/13/10</u>
BY <u>JCM</u>
MONROE COUNTY
BUDGET DIRECTOR



State of New York      )  
                            )      ss:  
County of Monroe      )

On the 15<sup>th</sup> day of Oct. in the year 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared MAGGIE BROOKS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

*Maggie Brooks*  
Notary Public

State of New York      )  
                            )      ss:  
County of Monroe      )

14

On the \_\_\_ day of \_\_\_\_\_ in the year 201\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared PATRICK M. O'FLYNN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individuals, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

State of Virginia      )  
                            )      ss:  
County of Fairfax      )

On the 20th day of September in the year 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared JEFFREY B. HAIDINGER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

*Lisa Furr*  
\_\_\_\_\_  
Notary Public





## ATTACHMENT A

### ***CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND RESPONSIBILITY***

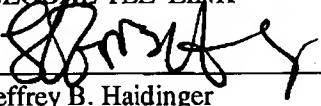
The undersigned certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
2. Have not within a three-year period preceding this transaction/application/proposal/contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three-year period preceding this transaction/ application/proposal/contract/agreement had one or more public transactions (Federal, state or local) terminated for cause or default.

Date: September 20, 2010.

By:

GLOBAL TEL\*LINK



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Jeffrey B. Haidinger  
President, Services



**ATTACHMENT B**  
[Insurance Certificates]



By Legislators Hanna and Daniele

Intro. No. 250

RESOLUTION NO. 197 OF 2010

**AUTHORIZING CONTRACT WITH GLOBAL TEL\*LINK CORPORATION TO PROVIDE  
COLLECT TELEPHONE SERVICES TO INMATES AT MONROE COUNTY JAIL AND  
MONROE CORRECTIONAL FACILITY**

BE IT RESOLVED BY THE LEGISLATURE OF THE COUNTY OF MONROE, as follows:

Section 1. The County Executive, or her designee, is hereby authorized to execute a contract, and any amendments thereto, with Global Tel\*Link Corporation, for the period of August 15, 2010 through August 14, 2015, with the option to renew for five (5) additional one-year periods. The contract will pay a commission of a minimum of 64% up to a maximum of 68% of the total gross billed revenues to the Inmate Trust Fund (I-99).

Section 2. This resolution shall take effect in accordance with Section C2-7 of the Monroe County Charter.

Public Safety Committee; July 26, 2010 - CV: 7-0  
Ways and Means Committee; July 28, 2010 - CV: 11-0  
File No. 10-0217

ADOPTION: Date: August 10, 2010      Vote: 28-0

**ACTION BY THE COUNTY EXECUTIVE**

APPROVED: X VETOED: \_\_\_\_\_  
SIGNATURE: Magee DATE: 8/17/10  
EFFECTIVE DATE OF RESOLUTION: 8/17/10



## **CONTRACT RENEWAL**

THIS CONTRACT RENEWAL ("Renewal #4"), which shall be deemed to be dated as of the date the last party executed this Renewal, by and between the COUNTY OF MONROE, a municipal corporation with offices at the County Office Building, 39 West Main Street, Rochester, New York 14614 (the "County"), the Monroe County Sheriff's Office, with offices at 130 South Plymouth Avenue, Rochester, New York 14614 (the "Sheriff") and Global Tel\*Link Corporation, with an address at 107 St. Francis Street, Suite 3200, Mobile, Alabama, 36602, hereinafter referred to as the "Contractor".

### **WITNESSETH:**

WHEREAS, the parties previously entered into an Agreement (the "Agreement"), dated as of September 20, 2010, whereby the Contractor agreed to provide the services set forth in Section I SCOPE OF SERVICES of said Agreement; and

WHEREAS, the parties previously renewed the Agreement on October 16, 2015 ("Renewal #1"), on November 16, 2016 ("Renewal #2"), and July 25, 2017 ("Renewal #3) in accordance with Resolution No. 197 of 2010; and

WHEREAS, the parties wish to renew said Agreement for an additional term in accordance with Section II TERM OF CONTRACT of said Agreement and Resolution No. 197 of 2010, adopted by the Monroe County Legislature on August 10, 2010.

NOW, THEREFORE, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The Agreement shall be renewed for the period of **08/15/2018** through **08/14/2019**.
2. Except as expressly stated herein, all terms and conditions of the aforesaid Agreement between the parties shall remain in full force and effect.

IN WITNESS WHEREOF, Cheryl Dinolfo, County Executive of the COUNTY OF MONROE, Todd Baxter, Monroe County Sheriff, and Jonathan Walker, Executive Vice President of Sales of Global Tel\*Link Corporation, hereto have executed this agreement as of the day and year appearing opposite their respective signatures below. By electronically approving this Agreement, both parties agree to all terms and conditions listed in this contract document, as well as all attachments included with the document.



## DIGITAL SIGNATURES

**Jonathan Walker**

Digitally signed by Jonathan Walker  
Date: 2018.08.21 10:00:15 EDT  
Reason: Signed Via ContrackHQ  
Location: Monroe County

**Todd Baxter**

Digitally signed by Todd Baxter  
Date: 2018.10.12 13:37:04 EDT  
Reason: Signed Via ContrackHQ  
Location: Monroe County

**Cheryl Dinolfo**

Digitally signed by Cheryl Dinolfo  
Date: 2018.11.18 17:52:40 EST  
Reason: Signed Via ContrackHQ  
Location: Monroe County



## CONTRACT RENEWAL

THIS CONTRACT RENEWAL ("Renewal #4"), which shall be deemed to be dated as of the date the last party executed this Renewal, by and between the COUNTY OF MONROE, a municipal corporation with offices at the County Office Building, 39 West Main Street, Rochester, New York 14614 (the "County"), the Monroe County Sheriff's Office, with offices at 130 South Plymouth Avenue, Rochester, New York 14614 (the "Sheriff") and Global Tel\*Link Corporation, with an address at 107 St. Francis Street, Suite 3200, Mobile, Alabama, 36602, hereinafter referred to as the "Contractor".

### WITNESSETH:

WHEREAS, the parties previously entered into an Agreement (the "Agreement"), dated as of September 20, 2010, whereby the Contractor agreed to provide the services set forth in Section I SCOPE OF SERVICES of said Agreement; and

WHEREAS, the parties previously renewed the Agreement on October 16, 2015 ("Renewal #1"), on November 16, 2016 ("Renewal #2"), and July 25, 2017 ("Renewal #3) in accordance with Resolution No. 197 of 2010; and

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Location: Monroe County

